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February 18, 2019

Via Electronic Filing

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

**Re: Beulah Solar, LLC – Request for Modification of an Interconnection
Agreement with South Carolina Electric & Gas Company
Docket Number 2018-401-E**

Dear Ms. Boyd:

Enclosed for filing in connection with the above-referenced matter, please find *South Carolina Electric & Gas Company's Second Set of Discovery Requests to Beulah Solar, LLC*.

By copy of this letter, we are serving the Second Set of Discovery Requests upon the parties of record and attach a certificate of service to that effect.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'J. Ashley Cooper'. Below the signature, the name 'J. Ashley Cooper' is printed in a black serif font.

J. Ashley Cooper

JAC:hmp

Enclosure

cc: (Via Electronic Mail and First Class Mail)
Richard L. Whitt

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-401-E**

IN RE:)	
)	
Beulah Solar, LLC – Request for)	
Modification of an Interconnection)	
Agreement with South Carolina Electric &)	CERTIFICATE OF SERVICE
Gas Company,)	
)	

This is to certify that I have caused to be served on this day one (1) copy of **SOUTH CAROLINA ELECTRIC & GAS COMPANY’S SECOND SET OF DISCOVERY REQUESTS** via electronic mail and U.S. First Class Mail upon the persons named below, addressed as follows:

Richard L. Whitt
Austin & Rogers, P.A.
508 Hampton Street, Suite 203
Columbia, South Carolina 29201
Email: rlwhitt@austinrogerspa.com

Attorney for Petitioners

s/ J. Ashley Cooper_____

This 18th day of February, 2019.

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-401-E

IN RE:

Beulah Solar, LLC – Request for)	
Modification of an Interconnection)	South Carolina Electric & Gas Company’s
Agreement with South Carolina Electric &)	Second Set of Discovery Requests
Gas Company)	
)	

TO: BEULAH SOLAR, LLC

Pursuant to S.C. Code Ann. Regs. §§ 103-833, 103-835 and Rule 36 of the South Carolina Rules of Civil Procedure, South Carolina Electric & Gas Company (“SCE&G”), by and through its undersigned counsel, requests that Beulah Solar, LLC (“Beulah”) admit or deny the following requests to admit, answer the corresponding interrogatories under oath, and produce all documents or other materials responsive to the corresponding requests for production within twenty (20) days of the date of service hereof to the offices of Parker Poe, set forth below, (“Discovery Requests”). Each matter for which admission or denial is requested shall be deemed admitted unless Beulah serves responses within the period required by Rule 36, SCRCP.

INSTRUCTIONS

IT IS HEREIN REQUESTED:

1. That all information, documents, and other materials shall be provided to the undersigned in the format as requested.
2. That all responses to the below Discovery Requests shall be labeled using the same numbers as used herein.

3. That if the requested information, documents, or other materials are found in other places or in other exhibits, reference not be made to those, but, instead, that the information, documents, or other materials be reproduced and placed in the responses to the interrogatory or requests for production in the appropriate sequence.

4. That any inquiries or communication relating to questions concerning clarifications be directed to the undersigned.

5. That all exhibits be reduced to an 8.5" x 11" format.

6. If the response to any Discovery Request is that the information requested is not currently available, state why the information is not currently available and when the information requested will become available.

7. The corresponding Discovery Requests shall be deemed continuing so as to require Beulah to supplement or amend its responses as any additional information, documents, or other materials become available up to and through the date of hearing.

8. If a privilege not to answer is claimed, identify and describe each matter as to which privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim. In the event that a claim of privilege is raised pursuant to a common interest, provide the common interest agreement or joint defense agreement upon which the privilege is raised.

9. If a refusal to answer is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of man hours and costs required to conduct the search.

10. Answer based on the entire knowledge of Beulah, including information in the possession of Beulah, its officers, directors, consultants, representatives, agents, experts, and attorneys, if any.

11. If any Discovery Request cannot be admitted, denied, or answered in full, admit, deny, or answer to the extent possible and specify the reasons for Beulah's inability to provide a complete admission, denial, or answer.

DEFINITIONS

1. The terms "Beulah," "Beulah Solar," "Claimants," "You," and "Your" shall mean Beulah Solar, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. The terms specifically include companies that currently or previously identify Cypress Creek Renewables, LLC as an upstream owner or manager such as, without limitation, Huntley Solar, LLC, Ganymede Solar, LLC, Palmetto Plains Solar Project, LLC. The terms also include all other Persons acting on behalf of Beulah.

2. The term "SCE&G" shall mean South Carolina Electric & Gas Company, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other Persons acting on behalf of SCE&G.

3. The term "Cypress Creek" shall mean Cypress Creek Renewables, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other Persons acting on behalf of Cypress Creek.

4. The term "Huntley" shall mean Huntley Solar, LLC, together with its employees,

agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Huntley.

5. The term “Ganymede” shall mean Ganymede Solar, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Ganymede.

6. The term “Palmetto Plains” shall mean Palmetto Plains Solar Project, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Palmetto Plains.

7. The term “IA” means the Interconnection Agreement between SCE&G and Beulah entered on September 24, 2018.

8. The term “Requests” means, collectively, the Request for Modification of the Interconnection Agreement and the Motion to Maintain Status Quo, both filed by Beulah with the Public Service Commission of South Carolina on or about December 28, 2018, in the above-captioned matter.

9. The term “Action” shall mean the action initiated by Beulah before the Public Service Commission of South Carolina, Docket No. 2018-401-E.

10. The term “Project” shall mean a solar generating facility up to 74.976 MW that will be certified as a Qualifying Facility and connect to and operate on SCE&G’s systems and the purchase of power under the terms of the IA.

11. The term “Settlement Agreement” shall mean the Joint Application and Petition of SCE&G and Dominion Energy, filed November 30, 2018, in Docket No. 2017-370-E.

12. “Person” shall mean any individual, partnership, firm, association, corporation, government agency, or other business or legal entity.

13. The term “Eastover” shall mean Eastover Solar LLC together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other Persons acting on behalf of Eastover.

14. “Document” and “documents” shall mean all written, recorded or graphic matters whatsoever and all non-identical copies thereof, including but not limited to papers, books, records, letters, photographs, correspondence, communications, electronic mail, text messages, social media records, telegrams, cables, telex messages, evidences of payment, checks, memoranda, notes, notations, work papers, transcripts, minutes, reports, recordings of telephone or other conversations, statements, summaries, opinions, studies, analyses, evaluations, contracts, agreements, jottings, agendas, bulletins, notices, announcements, advertisements, guidelines, charts, manuals, brochures, publications, schedules, price lists, subscription lists, customer lists, journals, statistical reports, desk calendars, appointment books, diaries, lists, tabulations, newsletters, drafts, proofs, galleys, or other prepublication forms of materials, telephone lists or indexes, rolodexes, computer printouts, data processing program libraries, data processing input and outputs, microfilm, microfiches, CD-ROMs, books of account, records or invoices reflecting business operations, all records kept by electronic, photographic, or mechanical means, any notes or drafts relating to any of the foregoing, and any other documents as defined in Rule 34 of the South Carolina Rules of Civil Procedure of any kind in Beulah’s possession, custody or control

or to which Beulah has access or knows to exist. The above list is not meant to be exhaustive but to demonstrate the breadth of the items that may be considered “documents.”

15. “Communication(s)” when used in these Discovery Requests shall include the transmittal of information by any means, written, oral, electronic or otherwise.

16. “Identify” or “identity” used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the time in question. If the individual was an officer, director, trustee, commissioner, or employee, also state the job title and areas of responsibility.

17. “Identify” or “identity” used with reference to a writing means to state the date, author, type of document (e.g., letter, memorandum, telegram, chart, note, application, etc.), or other means of identification, and its present location or custodian. If any such document is no longer in Your possession or subject to Your control, state what disposition was made of it.

18. “Address” means home address, mailing address, school address, and business address.

19. Please construe “and” as well as “or” either disjunctively or conjunctively as necessary to bring within the scope of these Discovery Requests any information which might otherwise be construed outside their scope.

20. The terms “relating to,” “relate to,” and “related to” mean directly or indirectly, expressly or implied, mentioning, describing, pertaining to, being connected with, or reflecting upon the subject matter of the specific request.

REQUESTS FOR ADMISSIONS

14. Admit that the IA does not make the payment of Milestone Payment 1 of the IA contingent on or in any way related to Your ability to secure financing.

15. Admit that the IA does not contain any defenses or provisions which excuse the payment of Milestone Payment 1 of the IA because of Your ability or inability to secure financing.

INTERROGATORIES

22. Describe in detail and with specificity each and every curtailment protocol You expect to be adopted and how each will impact the curtailment scenarios contained in the IA.

23. Describe all communications with SCE&G, prior to initiating this Action, wherein You notified SCE&G of any issues or problems You assert in this Action are caused by the IA's language.

24. Identify the specific curtailment provisions contained in the IA which you maintain are "detailed and complex."

REQUESTS FOR PRODUCTION

21. Produce all documents and communications that support Your belief that the clarifying curtailment protocols, and potential modifications to the curtailment language in SCE&G's interconnection agreements, will alleviate Your financing difficulties.

22. Produce all documents and communications between You and SCE&G that relate to the curtailment provisions contained in the IA, including any proposed modifications.

23. Produce all documents and communications with SCE&G in which You assert the IA curtailment language was problematic or "made it extremely difficult" to secure financing prior to making Your filings with the Commission.

24. Produce all documents and communications relating to a potential sale or ownership transfer of Beulah.

Respectfully Submitted,

s/ J. Ashley Cooper

 K. Chad Burgess, Esquire
 Matthew W. Gissendanner, Esquire
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 220 Operation Way
 Cayce, South Carolina 29033-3701
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*Attorneys for South Carolina Electric &
Gas Company*

Cayce, South Carolina
This 18th day of February, 2019.